

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W9132A-4257-0327		PAGE 1 OF 36	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DR-05-T-0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JACQUELI HENDERSON				b. TELEPHONE NUMBER (No Collect Calls) 410-962-3529	
9. ISSUED BY  USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201   TEL: FAX:		CODE W912DR		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 812332 SIZE STANDARD: \$ 12,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
15. DELIVER TO SUPPORT MANAGEMENT SEC RANDY HILL 5900 MACARTHUR BLVD NW WASHINGTON, DC 20016 TEL: 202-764-2725 FAX:		CODE E250130		16. ADMINISTERED BY   CODE			
17a. CONTRACTOR/ OFFEROR    TEL.		CODE		18a. PAYMENT WILL BE MADE BY   CODE			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 36	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42a. RECEIVED BY (Print)			
			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	RENTAL/LEASE OF WORK UNIFORMS FFP CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE THE FOLLOWING SERVICES IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS: RENTAL/LEASE OF WORK UNIFORMS AND ENTRANCE MATS AT THE WASHINGTON AQUEDUCT DIVISION, WASHINGTON, DC. THE PERIOD OF PERFORMANCE SHALL BE ONE (1) BASE YEAR PLUS FOUR (4) OPTION YEARS. P.O.C.: JAMES PRATT (202)764-0024, CONTRACTING P.O.C.: JACKIE HENDERSON (410)962-3529	1	Lump Sum		

PURCHASE REQUEST NUMBER: W9132A-4257-0327

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 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	RENTAL/LEASE OF WORK UNIFORMS FFP CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE THE FOLLOWING SERVICES IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS: RENTAL/LEASE OF WORK UNIFORMS AND ENTRANCE MATS AT THE WASHINGTON AQUEDUCT DIVISION, WASHINGTON, DC.	1	Lump Sum		

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 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum		
OPTION	RENTAL/LEASE OF WORK UNIFORMS FFP CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE THE FOLLOWING SERVICES IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS: RENTAL/LEASE OF WORK UNIFORMS AND ENTRANCE MATS AT THE WASHINGTON AQUEDUCT DIVISION, WASHINGTON, DC.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lump Sum		
OPTION	RENTAL/LEASE OF WORK UNIFORMS FFP CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE THE FOLLOWING SERVICES IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS: RENTAL/LEASE OF WORK UNIFORMS AND ENTRANCE MATS AT THE WASHINGTON AQUEDUCT DIVISION, WASHINGTON, DC.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lump Sum		
OPTION	RENTAL/LEASE OF WORK UNIFORMS FFP CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE THE FOLLOWING SERVICES IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS: RENTAL/LEASE OF WORK UNIFORMS AND ENTRANCE MATS AT THE WASHINGTON AQUEDUCT DIVISION, WASHINGTON, DC.				

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 NET AMT

FOB: Destination

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-NOV-2004 TO 30-SEP-2005	N/A	SUPPORT MANAGEMENT SEC RANDY HILL 5900 MACARTHUR BLVD NW WASHINGTON, DC 20016 202-764-2725 FOB: Destination	E250130
0002	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E250130
0003	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E250130
0004	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E250130
0005	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E250130

## CLAUSES INCORPORATED BY REFERENCE

52.203-3

Gratuities

APR 1984

**UNIT PRICE SCHEDULE**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT PER YEAR (quantity x unit price x 52)
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**0001 All costs to furnish weekly rental uniforms, laundering, alterations, logo/name tags, and repairs, for a one year BASE PERIOD**

<b>0001AA</b>	White SS polo shirt	20	ea/wk		
<b>0001AB</b>	LB SS polo shirt	175	ea/wk		
<b>0001AC</b>	White SS executive DS	5	ea/wk		
<b>0001AD</b>	White w/blue pinstripe SS DS	55	ea/wk		
<b>0001AE</b>	White w/blue pinstripe LS DS	75	ea/wk		
<b>0001AF</b>	LB SS work shirt	320	ea/wk		
<b>0001AG</b>	LB LS work shirt	480	ea/wk		
<b>0001AI</b>	LB FRC LS work shirt	15	ea/wk		
<b>0001AJ</b>	White w/charcoal pinstripe SS DS	5	ea/wk		
<b>0001AK</b>	NB pleated twill slacks	80	ea/wk		
<b>0001AL</b>	NB industrial work pants	480	ea/wk		
<b>0001AM</b>	NB FRC work pants	15	ea/wk		
<b>0001AN</b>	Charcoal pleated twill slacks	5	ea/wk		
<b>0001AO</b>	NB lined jacket	112	ea/wk		
<b>0001AP</b>	NB FRC lined jacket	3	ea/wk		
<b>0001AQ</b>	Charcoal lined jacket	1	ea/wk		
<b>0001AR</b>	NB ABC non-lined coveralls	112	ea/wk		
<b>0001AS</b>	NB FRC ABC non-lined coveralls	3	ea/wk		
<b>0001AT</b>	NB insulated coveralls	64	ea/wk		
<b>0001AU</b>	NB insulated coveralls	6	ea/wk		
<b>0001AV</b>	NB insulated vest	115	ea/wk		
<b>0001AW</b>	White full length lab coat	11	ea/wk		

refer to uniform package per employee, abbreviations, and specifications (attch #2, table #1)

**ITEM 0001 SUB TOTAL \$\_\_\_\_\_**

**0002 All costs to provide weekly rental and cleaning of entrance mats, for a one (1) year BASE PERIOD**

<b>0002AX</b>	3' x 5'	4	ea/wk		
<b>0002AY</b>	4' x 6'	31	ea/wk		
<b>0002AZ</b>	3' x 5' SAFETY SLOGAN	8	ea/wk		
<b>0002BA</b>	4' x 6' CUSTOM LOGO	3	ea/wk		

refer to specifications, attch #1

**ITEM 0002 SUB TOTAL \$\_\_\_\_\_**

**UNIT PRICE SCHEDULE**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT PER YEAR (quantity x unit price)
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**0003** All costs to replace lost or severely damaged garments, while in possession of government, other than normal wear and tear, for a one (1) year BASE PERIOD. Estimated as 2% of total quantity per year.

<b>0003AA</b>	White SS polo shirt	1	each		
<b>0003AB</b>	LB SS polo shirt	8	each		
<b>0003AC</b>	White SS DS	1	each		
<b>0003AD</b>	White w/blue pinstripe SS DS	3	each		
<b>0003AE</b>	White w/blue pinstripe LS DS	3	each		
<b>0003AF</b>	LB SS work shirt	13	each		
<b>0003AG</b>	LB LS work shirt	21	each		
<b>0003AI</b>	LB FRC LS work shirt	1	each		
<b>0003AJ</b>	White w/charcoal pinstripe SS DS	1	each		
<b>0003AK</b>	NB pleated twill slacks	4	each		
<b>0003AL</b>	NB industrial work pants	21	each		
<b>0003AM</b>	NB FRC work pants	1	each		
<b>0003AN</b>	Charcoal pleated twill slacks	1	each		
<b>0003AO</b>	NB lined jacket	4	each		
<b>0003AP</b>	NB FRC lined jacket	1	each		
<b>0003AQ</b>	Charcoal lined jacket	1	each		
<b>0003AR</b>	NB ABC non-lined coveralls	4	each		
<b>0003AS</b>	NB FRC ABC non-lined coveralls	1	each		
<b>0003AT</b>	NB insulated coveralls	3	each		
<b>0003AU</b>	NB insulated coveralls	1	each		
<b>0003AV</b>	NB insulated vest	5	each		
<b>0003AW</b>	White full length lab coat	1	each		
<b>0003AX</b>	3' x 5' entry mat	1	each		
<b>0003AY</b>	4' x 6' entry mat	1	each		
<b>0003AZ</b>	3' x 5' safety slogan mat	1	each		
<b>0003BA</b>	4' x 6' custom logo mat	1	each		

abbreviations and specifications are attached

**ITEM 0003 SUB TOTAL \$** \_\_\_\_\_

**ITEM 0001, 0002, & 0003 - TOTAL ESTIMATED COST FOR BASE YEAR \$** \_\_\_\_\_

**UNIT PRICE SCHEDULE**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT PER YEAR (quantity x unit price x 52)
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**0004 All costs to furnish weekly rental uniforms, laundering, alterations, logo/name tags, and repairs, for OPTION YEAR ONE**

0004AA	White SS polo shirt	20	ea/wk		
0004AB	LB SS polo shirt	175	ea/wk		
0004AC	White SS executive DS	5	ea/wk		
0004AD	White w/blue pinstripe SS DS	55	ea/wk		
0004AE	White w/blue pinstripe LS DS	75	ea/wk		
0004AF	LB SS work shirt	320	ea/wk		
0004AG	LB LS work shirt	480	ea/wk		
0004AI	LB FRC LS work shirt	15	ea/wk		
0004AJ	White w/charcoal pinstripe SS DS	5	ea/wk		
0004AK	NB pleated twill slacks	80	ea/wk		
0004AL	NB industrial work pants	480	ea/wk		
0004AM	NB FRC work pants	15	ea/wk		
0004AN	Charcoal pleated twill slacks	5	ea/wk		
0004AO	NB lined jacket	112	ea/wk		
0004AP	NB FRC lined jacket	3	ea/wk		
0004AQ	Charcoal lined jacket	1	ea/wk		
0004AR	NB ABC non-lined coveralls	112	ea/wk		
0004AS	NB FRC ABC non-lined coveralls	3	ea/wk		
0004AT	NB insulated coveralls	64	ea/wk		
0004AU	NB insulated coveralls	6	ea/wk		
0004AV	NB insulated vest	115	ea/wk		
0004AW	White full length lab coat	11	ea/wk		

refer to uniform package per employee, abbreviations, and specifications (attch #2, table #1)

**ITEM 0004 SUB TOTAL \$ \_\_\_\_\_**

**0005 All costs to provide weekly rental and cleaning of entrance mats, for OPTION YEAR ONE**

0005AX	3' x 5'	4	ea/wk		
0005AY	4' x 6'	31	ea/wk		
0005AZ	3' x 5' SAFETY SLOGAN	8	ea/wk		
0005BA	4' x 6' CUSTOM LOGO	3	ea/wk		

refer to specifications, attch #1

**ITEM 0005 SUB TOTAL \$ \_\_\_\_\_**



**UNIT PRICE SCHEDULE**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT PER YEAR (quantity x unit price)</b>
<b>0006</b>	<b>All costs to replace lost or severely damaged garments, while in possession of government, other than normal wear and tear, for OPTION YEAR ONE.</b> <b>Estimated as 2% of total quantity per year.</b>				
<b>0006AA</b>	White SS polo shirt	1	each		
<b>0006AB</b>	LB SS polo shirt	8	each		
<b>0006AC</b>	White SS DS	1	each		
<b>0006AD</b>	White w/blue pinstripe SS DS	3	each		
<b>0006AE</b>	White w/blue pinstripe LS DS	3	each		
<b>0006AF</b>	LB SS work shirt	13	each		
<b>0006AG</b>	LB LS work shirt	21	each		
<b>0006AI</b>	LB FRC LS work shirt	1	each		
<b>0006AJ</b>	White w/charcoal pinstripe SS DS	1	each		
<b>0006AK</b>	NB pleated twill slacks	4	each		
<b>0006AL</b>	NB industrial work pants	21	each		
<b>0006AM</b>	NB FRC work pants	1	each		
<b>0006AN</b>	Charcoal pleated twill slacks	1	each		
<b>0006AO</b>	NB lined jacket	4	each		
<b>0006AP</b>	NB FRC lined jacket	1	each		
<b>0006AQ</b>	Charcoal lined jacket	1	each		
<b>0006AR</b>	NB ABC non-lined coveralls	4	each		
<b>0006AS</b>	NB FRC ABC non-lined coveralls	1	each		
<b>0006AT</b>	NB insulated coveralls	3	each		
<b>0006AU</b>	NB insulated coveralls	1	each		
<b>0006AV</b>	NB insulated vest	5	each		
<b>0006AW</b>	White full length lab coat	1	each		
<b>0006AX</b>	3' x 5' entry mat	1	each		
<b>0006AY</b>	4' x 6' entry mat	1	each		
<b>0006AZ</b>	3' x 5' safety slogan mat	1	each		
<b>0006BA</b>	4' x 6' custom logo mat	1	each		

abbreviations and specifications are attached

**ITEM 0006 SUB TOTAL \$ \_\_\_\_\_****ITEM 0004, 0005, & 0006 - TOTAL ESTIMATED COST OPTION YEAR ONE \$ \_\_\_\_\_**

**UNIT PRICE SCHEDULE**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT PER YEAR (quantity x unit price x 52)
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**0007 All costs to furnish weekly rental uniforms, laundering, alterations, logo/name tags, and repairs, for OPTION YEAR TWO**

0007AA	White SS polo shirt	20	ea/wk		
0007AB	LB SS polo shirt	175	ea/wk		
0007AC	White SS executive DS	5	ea/wk		
0007AD	White w/blue pinstripe SS DS	55	ea/wk		
0007AE	White w/blue pinstripe LS DS	75	ea/wk		
0007AF	LB SS work shirt	320	ea/wk		
0007AG	LB LS work shirt	480	ea/wk		
0007AI	LB FRC LS work shirt	15	ea/wk		
0007AJ	White w/charcoal pinstripe SS DS	5	ea/wk		
0007AK	NB pleated twill slacks	80	ea/wk		
0007AL	NB industrial work pants	480	ea/wk		
0007AM	NB FRC work pants	15	ea/wk		
0007AN	Charcoal pleated twill slacks	5	ea/wk		
0007AO	NB lined jacket	112	ea/wk		
0007AP	NB FRC lined jacket	3	ea/wk		
0007AQ	Charcoal lined jacket	1	ea/wk		
0007AR	NB ABC non-lined coveralls	112	ea/wk		
0007AS	NB FRC ABC non-lined coveralls	3	ea/wk		
0007AT	NB insulated coveralls	64	ea/wk		
0007AU	NB insulated coveralls	6	ea/wk		
0007AV	NB insulated vest	115	ea/wk		
0007AW	White full length lab coat	11	ea/wk		

refer to uniform package per employee, abbreviations, and specifications (attch #2, table #1)

**ITEM 0007 SUB TOTAL \$\_\_\_\_\_**

**0008 All costs to provide weekly rental and cleaning of entrance mats, for OPTION YEAR TWO**

0008AX	3' x 5'	4	ea/wk		
0008AY	4' x 6'	31	ea/wk		
0008AZ	3' x 5' SAFETY SLOGAN	8	ea/wk		
0008BA	4' x 6' CUSTOM LOGO	3	ea/wk		

refer to specifications, attch #1

**ITEM 0008 SUB TOTAL \$\_\_\_\_\_**

**UNIT PRICE SCHEDULE**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT PER YEAR (quantity x unit price)
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**0009** All costs to replace lost or severely damaged garments, while in possession of government, other than normal wear and tear, for OPTION YEAR TWO.  
Estimated as 2% of total quantity per year.

<b>0009AA</b>	White SS polo shirt	1	each		
<b>0009AB</b>	LB SS polo shirt	8	each		
<b>0009AC</b>	White SS DS	1	each		
<b>0009AD</b>	White w/blue pinstripe SS DS	3	each		
<b>0009AE</b>	White w/blue pinstripe LS DS	3	each		
<b>0009AF</b>	LB SS work shirt	13	each		
<b>0009AG</b>	LB LS work shirt	21	each		
<b>0009AI</b>	LB FRC LS work shirt	1	each		
<b>0009AJ</b>	White w/charcoal pinstripe SS DS	1	each		
<b>0009AK</b>	NB pleated twill slacks	4	each		
<b>0009AL</b>	NB industrial work pants	21	each		
<b>0009AM</b>	NB FRC work pants	1	each		
<b>0009AN</b>	Charcoal pleated twill slacks	1	each		
<b>0009AO</b>	NB lined jacket	4	each		
<b>0009AP</b>	NB FRC lined jacket	1	each		
<b>0009AQ</b>	Charcoal lined jacket	1	each		
<b>0009AR</b>	NB ABC non-lined coveralls	4	each		
<b>0009AS</b>	NB FRC ABC non-lined coveralls	1	each		
<b>0009AT</b>	NB insulated coveralls	3	each		
<b>0009AU</b>	NB insulated coveralls	1	each		
<b>0009AV</b>	NB insulated vest	5	each		
<b>0009AW</b>	White full length lab coat	1	each		
<b>0009AX</b>	3' x 5' entry mat	1	each		
<b>0009AY</b>	4' x 6' entry mat	1	each		
<b>0009AZ</b>	3' x 5' safety slogan mat	1	each		
<b>0009BA</b>	4' x 6' custom logo mat	1	each		

abbreviations and specifications are attached

**ITEM 0009 SUB TOTAL \$** \_\_\_\_\_

**ITEM 0007, 0008, & 0009 - TOTAL ESTIMATED COST OPTION YEAR TWO \$** \_\_\_\_\_

**UNIT PRICE SCHEDULE**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT PER YEAR (quantity x unit price x 52)
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**0010 All costs to furnish weekly rental uniforms, laundering, alterations, logo/name tags, and repairs, for OPTION YEAR THREE**

<b>0010AA</b>	White SS polo shirt	20	ea/wk		
<b>0010AB</b>	LB SS polo shirt	175	ea/wk		
<b>0010AC</b>	White SS executive DS	5	ea/wk		
<b>0010AD</b>	White w/blue pinstripe SS DS	55	ea/wk		
<b>0010AE</b>	White w/blue pinstripe LS DS	75	ea/wk		
<b>0010AF</b>	LB SS work shirt	320	ea/wk		
<b>0010AG</b>	LB LS work shirt	480	ea/wk		
<b>0010AI</b>	LB FRC LS work shirt	15	ea/wk		
<b>0010AJ</b>	White w/charcoal pinstripe SS DS	5	ea/wk		
<b>0010AK</b>	NB pleated twill slacks	80	ea/wk		
<b>0010AL</b>	NB industrial work pants	480	ea/wk		
<b>0010AM</b>	NB FRC work pants	15	ea/wk		
<b>0010AN</b>	Charcoal pleated twill slacks	5	ea/wk		
<b>0010AO</b>	NB lined jacket	112	ea/wk		
<b>0010AP</b>	NB FRC lined jacket	3	ea/wk		
<b>0010AQ</b>	Charcoal lined jacket	1	ea/wk		
<b>0010AR</b>	NB ABC non-lined coveralls	112	ea/wk		
<b>0010AS</b>	NB FRC ABC non-lined coveralls	3	ea/wk		
<b>0010AT</b>	NB insulated coveralls	64	ea/wk		
<b>0010AU</b>	NB insulated coveralls	6	ea/wk		
<b>0010AV</b>	NB insulated vest	115	ea/wk		
<b>0010AW</b>	White full length lab coat	11	ea/wk		

refer to uniform package per employee, abbreviations, and specifications (attach #2, table #1)

**ITEM 0010 SUB TOTAL \$ \_\_\_\_\_**

**0011 All costs to provide weekly rental and cleaning of entrance mats, for OPTION YEAR THREE**

<b>0011AX</b>	3' x 5'	4	ea/wk		
<b>0011AY</b>	4' x 6'	31	ea/wk		
<b>0011AZ</b>	3' x 5' SAFETY SLOGAN	8	ea/wk		
<b>0011BA</b>	4' x 6' CUSTOM LOGO	3	ea/wk		

refer to specifications, attach #1

**ITEM 0011 SUB TOTAL \$ \_\_\_\_\_**

**UNIT PRICE SCHEDULE**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT PER YEAR (quantity x unit price)
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**0012** All costs to replace lost or severely damaged garments, while in possession of government, other than normal wear and tear, for **OPTION YEAR THREE**.  
Estimated as 2% of total quantity per year.

<b>0012AA</b>	White SS polo shirt	1	each		
<b>0012AB</b>	LB SS polo shirt	8	each		
<b>0012AC</b>	White SS DS	1	each		
<b>0012AD</b>	White w/blue pinstripe SS DS	3	each		
<b>0012AE</b>	White w/blue pinstripe LS DS	3	each		
<b>0012AF</b>	LB SS work shirt	13	each		
<b>0012AG</b>	LB LS work shirt	21	each		
<b>0012AI</b>	LB FRC LS work shirt	1	each		
<b>0012AJ</b>	White w/charcoal pinstripe SS DS	1	each		
<b>0012AK</b>	NB pleated twill slacks	4	each		
<b>0012AL</b>	NB industrial work pants	21	each		
<b>0012AM</b>	NB FRC work pants	1	each		
<b>0012AN</b>	Charcoal pleated twill slacks	1	each		
<b>0012AO</b>	NB lined jacket	4	each		
<b>0012AP</b>	NB FRC lined jacket	1	each		
<b>0012AQ</b>	Charcoal lined jacket	1	each		
<b>0012AR</b>	NB ABC non-lined coveralls	4	each		
<b>0012AS</b>	NB FRC ABC non-lined coveralls	1	each		
<b>0012AT</b>	NB insulated coveralls	3	each		
<b>0012AU</b>	NB insulated coveralls	1	each		
<b>0012AV</b>	NB insulated vest	5	each		
<b>0012AW</b>	White full length lab coat	1	each		
<b>0012AX</b>	3' x 5' entry mat	1	each		
<b>0012AY</b>	4' x 6' entry mat	1	each		
<b>0012AZ</b>	3' x 5' safety slogan mat	1	each		
<b>0012BA</b>	4' x 6' custom logo mat	1	each		

abbreviations and specifications are attached

**ITEM 0012 SUB TOTAL \$** \_\_\_\_\_

**ITEM 0010, 0011, & 0012 - TOTAL ESTIMATED COST OPTION YEAR THREE \$** \_\_\_\_\_

**UNIT PRICE SCHEDULE**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT PER YEAR (quantity x unit price x 52)
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**0013 All costs to furnish weekly rental uniforms, laundering, alterations, logo/name tags, and repairs, for OPTION YEAR FOUR**

<b>0013AA</b>	White SS polo shirt	20	ea/wk		
<b>0013AB</b>	LB SS polo shirt	175	ea/wk		
<b>0013AC</b>	White SS executive DS	5	ea/wk		
<b>0013AD</b>	White w/blue pinstripe SS DS	55	ea/wk		
<b>0013AE</b>	White w/blue pinstripe LS DS	75	ea/wk		
<b>0013AF</b>	LB SS work shirt	320	ea/wk		
<b>0013AG</b>	LB LS work shirt	480	ea/wk		
<b>0013AI</b>	LB FRC LS work shirt	15	ea/wk		
<b>0013AJ</b>	White w/charcoal pinstripe SS DS	5	ea/wk		
<b>0013AK</b>	NB pleated twill slacks	80	ea/wk		
<b>0013AL</b>	NB industrial work pants	480	ea/wk		
<b>0013AM</b>	NB FRC work pants	15	ea/wk		
<b>0013AN</b>	Charcoal pleated twill slacks	5	ea/wk		
<b>0013AO</b>	NB lined jacket	112	ea/wk		
<b>0013AP</b>	NB FRC lined jacket	3	ea/wk		
<b>0013AQ</b>	Charcoal lined jacket	1	ea/wk		
<b>0013AR</b>	NB ABC non-lined coveralls	112	ea/wk		
<b>0013AS</b>	NB FRC ABC non-lined coveralls	3	ea/wk		
<b>0013AT</b>	NB insulated coveralls	64	ea/wk		
<b>0013AU</b>	NB insulated coveralls	6	ea/wk		
<b>0013AV</b>	NB insulated vest	115	ea/wk		
<b>0013AW</b>	White full length lab coat	11	ea/wk		

refer to uniform package per employee, abbreviations, and specifications (attch #2, table #1)

**ITEM 0013 SUB TOTAL \$\_\_\_\_\_**

**0014 All costs to provide weekly rental and cleaning of entrance mats, for OPTION YEAR FOUR**

<b>0014AX</b>	3' x 5'	4	ea/wk		
<b>0014AY</b>	4' x 6'	31	ea/wk		
<b>0014AZ</b>	3' x 5' SAFETY SLOGAN	8	ea/wk		
<b>0014BA</b>	4' x 6' CUSTOM LOGO	3	ea/wk		

refer to specifications, attch #1

**ITEM 0014 SUB TOTAL \$\_\_\_\_\_**

**UNIT PRICE SCHEDULE**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT PER YEAR (quantity x unit price)
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**0015 All costs to replace lost or severely damaged garments, while in possession of government, other than normal wear and tear, for OPTION YEAR FOUR. Estimated as 2% of total quantity per year.**

<b>0015AA</b>	White SS polo shirt	1	each		
<b>0015AB</b>	LB SS polo shirt	8	each		
<b>0015AC</b>	White SS DS	1	each		
<b>0015AD</b>	White w/blue pinstripe SS DS	3	each		
<b>0015AE</b>	White w/blue pinstripe LS DS	3	each		
<b>0015AF</b>	LB SS work shirt	13	each		
<b>0015AG</b>	LB LS work shirt	21	each		
<b>0015AI</b>	LB FRC LS work shirt	1	each		
<b>0015AJ</b>	White w/charcoal pinstripe SS DS	1	each		
<b>0015AK</b>	NB pleated twill slacks	4	each		
<b>0015AL</b>	NB industrial work pants	21	each		
<b>0015AM</b>	NB FRC work pants	1	each		
<b>0015AN</b>	Charcoal pleated twill slacks	1	each		
<b>0015AO</b>	NB lined jacket	4	each		
<b>0015AP</b>	NB FRC lined jacket	1	each		
<b>0015AQ</b>	Charcoal lined jacket	1	each		
<b>0015AR</b>	NB ABC non-lined coveralls	4	each		
<b>0015AS</b>	NB FRC ABC non-lined coveralls	1	each		
<b>0015AT</b>	NB insulated coveralls	3	each		
<b>0015AU</b>	NB insulated coveralls	1	each		
<b>0015AV</b>	NB insulated vest	5	each		
<b>0015AW</b>	White full length lab coat	1	each		
<b>0015AX</b>	3' x 5' entry mat	1	each		
<b>0015AY</b>	4' x 6' entry mat	1	each		
<b>0015AZ</b>	3' x 5' safety slogan mat	1	each		
<b>0015BA</b>	4' x 6' custom logo mat	1	each		

abbreviations and specifications are attached

**ITEM 0015 SUB TOTAL \$** \_\_\_\_\_

**ITEM 0013, 0014, & 0015 - TOTAL ESTIMATED COST OPTION YEAR FOUR \$** \_\_\_\_\_

## SPECIFICATIONS

1. Provide rental service contract, on a unit price basis, for work uniforms and entrance mats (floor coverings), with weekly cleaning and replacement, for the U.S. Army Corps of Engineers, Washington Aqueduct Division, 5900 MacArthur Blvd., NW, Washington, DC, 20016. Estimate 126 maintenance, operations, and lab personnel will be serviced. Estimate 48 entry mats will be required. The base year period of performance is from date of award for twelve months, plus four one-year renewal options. The point of contact for the Washington Aqueduct is James Pratt (202-764-0024).

### 2. Measurement and Payment:

2.1. "Uniform" items 0001, 0004, 0007, 0010, & 0013: The rental contractor will be paid based upon the actual number of employees issued uniforms, and the quantities, at the unit price identified for these items. Weekly contractor billing amount may vary (plus/minus), based upon staffing levels during the contract period. The COR will reconcile weekly contractor's billings and submit for Government payment monthly, or every four weeks.

2.2. "Entry mat" items 0002, 0005, 0008, 0011, & 0014: The rental contractor will be paid for the actual number of entrance mats picked-up, cleaned, and replaced each week, at the unit price identified for these items. Weekly contractor billing amount may vary (plus/minus), based upon the actual number of entrance mats requested and physically on plant premises. The COR will reconcile weekly contractor's billings and submit for Government payment monthly, or every four weeks.

2.3. "Replacement prices" items 0003, 0006, 0009, 0012, 0015: The rental contractor will be paid for the actual number of each garment, or mat, that is lost or severely damaged while under government, or its employees, control. Government will make payment on a "per item" basis (minimum monthly), at the unit price replacement cost specified herein.

### GENERAL:

### 3. The service will include:

- 3.1. Weekly soiled floor mat and uniform pick-up.
- 3.2. Uniform alterations, logo patches and nametags, repair and replacements.
- 3.3. Weekly deliveries, to specified locations, of clean mats and laundered uniforms.
- 3.4. Delivery of personalized uniforms to new employees within two weeks of employment; contractor will take employee sizes on site.
- 3.5. At start of new contract, for replacement items, and for new hires, all garments shall be new, or like new, with no visible wear or imperfections.
- 3.6. Replacement items shall be provided at any time during the contract period, at contractor's expense, because of uncleanable/unsightly appearance, or due to normal wear and usage.
- 3.7. Government will pay for lost, unreturned, or severely misused items, while garment is in worker's possession, according to the replacement cost as specified in the price schedule.
- 3.8. Items may be repaired if favorable appearance is maintained; but uncomfortable, or visible repair patches are not acceptable.
- 3.9. Unit logo and name tags will be provided and affixed at no additional cost by contractor (attch #3).
- 3.10. Contractor will identify uniforms assigned to each employee through some form of hidden identification.
- 3.11. The term "laundering" or "cleaning", as used in this document, refers to the washing, starching, drying, ironing, and folding or hanging, of all garments.
- 3.12. The contractor shall have full responsibility for the costs of any damage, or loss, to their equipment, or damages to any government property caused by the negligence of the contractor or his employees.
- 3.13. Contractor is responsible for replacement of articles lost, or damaged, while under his control.
- 3.14. Indura (or equivalent) fire resistant clothing will be replaced at intervals specified by manufacturer.



## **LOCATIONS:**

4. Three uniform pick up and drop off locations are specified:

- |   |  |
|---|--|
| 4.1 Dalecarlia water treatment plant<br>5900 MacArthur Blvd, NW<br>Washington, DC 20016 | #1- plant operations branch (chemical bldg)<br>#2- maintenance branch building |
| 4.2 McMillan water treatment plant<br>2500 First St NW<br>Washington, DC 20001          | #3- plant operations branch (chemical bldg)                                    |

5. Every week all entry mats will be picked up at, and replaced at, each actual entry door location, within the above 2 plant locations, by the contractor. Locations will be coordinated/specified with contracting officer's representative.

## **RECORD KEEPING:**

6. Contractor is responsible for maintaining a complete and accurate log of uniform and floor mat deliveries and services, identified by drop location, to insure correct accounting.

7. This data will include as a minimum:

- 8.1. number and type of garments picked up/delivered per visit
- 8.2. number of size changes requested/performed
- 8.3. number of alterations requested/performed
- 8.4. quantity and type of worn/damaged items replaced
- 8.5. report of items to be billed to the government
- 8.6. name of new employees issued uniforms
- 8.7. employees leaving and returning items
- 8.8. certification of quantity and size of floor mats exchanged for clean ones

## **QUALITY CONTROL PLAN:**

8. The contractor shall establish and maintain, in coordination with the contracting officer (or his representative), a complete quality control plan to insure that the requirements of the contract are performed and met in a timely and reliable manner. Include a method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.

## **Attachment #1**

### **ENTRANCE MAT DETAILS**

- Entrance mats shall be of commercial grade, rubber backing, with carpet surface, and dark color (blue, black, or gray).
- Safety mats are same composition, but with bold safety slogans.
- All 46 mats will be exchanged for clean ones every week.
- Contractor will pick up/deliver mats to each of the 46 usage locations.
- Sizes are approximate.
- Quantity of each size may vary during contract period.
- Mats will be replaced with new ones when they are deemed uncleanable or unsightly.
- Custom logo mats will be similar to uniform logo: "castle" (in red), and "WASHINGTON AQUEDUCT", written lengthwise on 4' x 6' mat. See attachment #3 picture.

## MAT LOCATIONS

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<u>Dalecarlia facility -</u>	maintenance bldg:	four	3' x 5' entry mats
		ten	4' x 6' entry mats
		eight	3' x 5' safety mats
	chemical bldg:	six	4' x 6' entry mats
	guard house:	one	4' x 6' entry mat
	pumping bldg:	one	4' x 6' entry mat
	admin. bldg:	five	4' x 6' entry mat
	visitors center:	three	4' x 6' custom logo mats
		<hr/>	38

<u>McMillan facility -</u>	chemical bldg:	eight	4' x 6' entry mats
		<hr/>	8

The six mat location buildings at Dalecarlia are in close proximity to each other. Estimate it should take less than one hour for driver to pick up and replace all mats.

## Attachment #2 UNIFORM QUANTITIES AND SPECIFICATIONS

Estimated quantity per item (various sizes), and clothing specifications:

44	white short sleeve polo shirt, with pocket & collar, 50% poly/50% cotton
385	light blue short sleeve polo shirt, with pocket & collar, 50% poly/50% cotton
11	white short sleeve executive dress shirt, w/button down collar, 65% poly/35% cotton
121	white with blue pin stripes short sleeve dress shirt, 65% poly/35% cotton
165	white with blue pin stripes long sleeve dress shirt, 65% poly/35% cotton
704	light blue industrial short sleeve work shirt, 65% poly/35% cotton
1056	light blue industrial long sleeve work shirt, 65% poly/35% cotton
33	light blue fire resistant (Indura) long sleeve shirt
11	white with charcoal pin stripes short sleeve dress shirt, 65% poly/35% cotton
176	navy blue pleated twill slacks, 65% poly/35% cotton twill
11	charcoal pleated twill slacks, 65% poly/35% cotton twill
1056	navy blue industrial, work pants, 65% poly/35% cotton twill
33	navy blue fire resistant (Indura) pants
140	navy blue insulated cold weather coveralls with pockets
224	navy blue unlined action back coveralls, 65% poly/35% cotton
6	navy blue fire resistant (Indura) coveralls, 65% poly/35% cotton
230	navy blue insulated/quilted work vest, with pockets
224	navy blue lined work jacket, 65% poly/35% cotton, rib knit cuffs & waistband
6	navy blue fire resistant (Indura) winter lined work jacket
2	charcoal lined work jacket, 65% poly/35% cotton, rib knit cuffs & waistband
33	white, full length, standard lab coat with pockets

ABBREVIATION CODES:	ABC=	action back coveralls	SS=	short sleeve
	FRC=	fire resistant (Indura)	LS=	long sleeve
LB=	NB=	navy blue	DS=	dress shirt

**Attachment #2 cont.      UNIFORM QUANTITIES AND SPECIFICATIONS**

<b><u>Department</u></b>	<b><u>est. # of employees</u></b>	<b><u>uniform package</u></b>
maint section chief	1	11 white SS executive DS 11 NB pleated twill slacks 2 NB lined jackets 2 NB ABC 2 NB insulated vests 1 NB insulated coveralls
maint supervisors	11	11 white w/blue pin stripe SS DS 11 white w/blue pin stripe LS DS 11 NB pleated twill slacks 2 NB lined jackets 2 NB ABC 2 NB insulated vests 1 NB insulated coveralls
maint workers	61	11 LB industrial SS work shirts 11 LB industrial LS work shirts 11 NB industrial work pants 2 NB lined jackets 2 NB ABC 2 NB insulated vests 2 NB insulated coveralls
maint welders (require Indura, flame resistant finish)	3	11 LB industrial SS work shirts 11 FRC LB LS work shirts 11 FRC NB work pants 2 FRC NB lined jackets 2 FRC NB ABC 2 NB insulated vests 2 NB insulated coveralls
delivery driver	1	11 white w/charcoal pinstripe SS DS 11 charcoal pleated twill slacks 2 charcoal lined jackets
operations supervisors	4	11 white SS polo knit shirts 11 white w/blue pin stripe LS DS 11 NB pleated twill slacks 2 NB lined jackets 2 NB ABC 2 NB insulated vests
operations workers	35	11 LB SS polo knit shirts 11 LB LS industrial work shirts 11 NB industrial work pants 2 NB lined jackets 2 NB ABC 2 NB insulated vests
lab technicians	11	3 white full-length standard lab coats

Uniform packages and quantities are subject to variations.

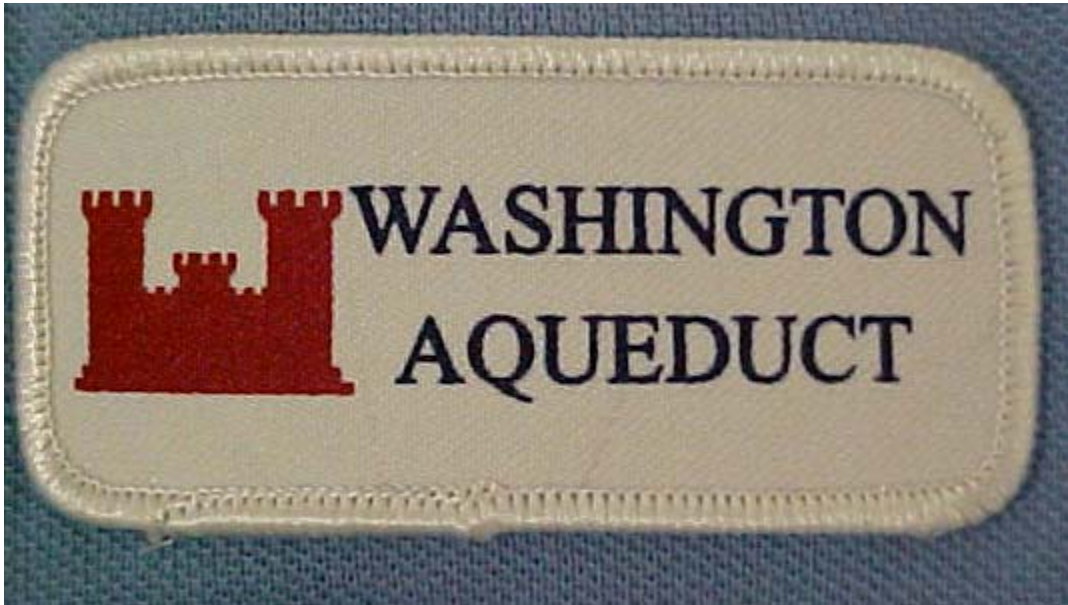
## Attachment #2 cont.

## UNIFORM QUANTITIES AND SPECIFICATIONS

TABLE 1

	GARMENT ITEM	EST. # EMPL- OYEES	QUANTITY ISSUED PER PERSON	TOTAL QUANTITY ISSUED	EST. QUANTITY LAUNDERED PER WEEK
<b>AA</b>	White SS polo shirt	4	11	44	20
<b>AB</b>	LB SS polo shirt	35	11	385	175
<b>AC</b>	White SS executive DS	1	11	11	5
<b>AD</b>	White w/blue pinstripe SS DS	11	11	121	55
<b>AE</b>	White w/blue pinstripe LS DS	15	11	165	75
<b>AF</b>	LB SS work shirt	64	11	704	320
<b>AG</b>	LB LS work shirt	96	11	1056	480
<b>AI</b>	LB FRC LS work shirt	3	11	33	15
<b>AJ</b>	White w/charcoal pinstripe SS DS	1	11	11	5
<b>AK</b>	NB pleated twill slacks	16	11	176	80
<b>AL</b>	NB industrial work pants	96	11	1056	480
<b>AM</b>	NB FRC work pants	3	11	33	15
<b>AN</b>	Charcoal pleated twill slacks	1	11	11	5
<b>AO</b>	NB lined jacket	112	2	224	112
<b>AP</b>	NB FRC lined jacket	3	2	6	3
<b>AQ</b>	Charcoal lined jacket	1	2	2	1
<b>AR</b>	NB ABC non-lined coveralls	112	2	224	112
<b>AS</b>	NB FRC ABC non-lined coveralls	3	2	6	3
<b>AT</b>	NB insulated coveralls	64	2	128	64
<b>AU</b>	NB insulated coveralls	12	1	12	6
<b>AV</b>	NB insulated vest	115	2	230	115
<b>AW</b>	White full length lab coat	11	3	33	11

Contractor will supply and affix the organization logo and individual nametag to all shirts, jackets, coveralls, and lab coats at no additional cost. Employees have choice to display first or last name. Patches are approximately 3 ½" x 1 ¾". Both have black border stitching, black lettering, and white background. Red castle emblem. Logo is same for all departments.



**GREG B.**

52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation)	JUN 2004
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.226-2	Historically Black College or University and Minority Institution Representation	MAY 2001
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.



(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### -52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); (iv) small disadvantaged business participation.

Technical and past performance, when combined, are **important factors which shall be reviewed by the Enduser and the Contracting Officer.**

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004) ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (3) Taxpayer Identification Number (TIN).

☐ TIN:-----☐ TIN has been applied for.☐ TIN is not required because:☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;☐ Offeror is an agency or instrumentality of a foreign government;☐ Offeror is an agency or instrumentality of the Federal Government.

## (4) Type of organization.

☐ Sole proprietorship;☐ Partnership;☐ Corporate entity (not tax-exempt);☐ Corporate entity (tax-exempt);☐ Government entity (Federal, State, or local);☐ Foreign government;☐ International organization per 26 CFR 1.6049-4;☐ Other-----

## (5) Common parent.

☐ Offeror is not owned or controlled by a common parent;☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million  
☐ 501 - 750 ☐ \$5,000,001 - \$10 million  
☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million  
☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

☐ Black American.

☐ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----



(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (JAn 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

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(List as necessary)

(3) Buy American Act-- Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

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(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and

(2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination.

The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 September 2009.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 812332.

(2) The small business size standard is \$12,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.



(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

Presser, Hand @ \$10.42 per hour  
Presser, Machine, Dry-cleaning @ \$10.42 per hour  
Presser, Machine, Shirts @ \$10.42 per hour  
Presser, Machine, Wearing Apparel, Laundry @ \$10.42 per hour

(End of clause)

## 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>

(End of provision)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>

(End of clause)

#### 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(End of clause)

#### 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

       Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

       Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract(FAR 52.212-5 (APR 2004) (DEVIATION),

the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

**252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)**

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

-----  
(Line Item Number)

-----  
(Country of Origin) (If known)

(End of provision)

WAGE DETERMINATION DECISIONWAGE DETERMINATION DECISION  
OF THE SECRETARY OF LABOR

The following wage determination will be used to conform  
With the requirements of the Service Contract Act of 1965  
(29 CFR 4) of the General Provisions:

Decision No. 94-2103 (Rev. 32) dated 27 May 2004

State(s): District of Columbia, Maryland, Virginia  
Areas: Maryland COUNTIES of Calvert, Charles, Frederick,  
Montgomery, Prince George's, St. Mary's.  
Virginia COUNTIES of Arlington, Fairfax, Fauquier,  
King George, Loudoun, Prince William, Stafford,  
Alexandria, Falls Church

WAGE DETERMINATION NO: 94-2103 REV (32) AREA: DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (32) AREA: DC,DISTRICT-WIDE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
WASHINGTON D.C. 20210

William W.Gross | Division of | Wage Determination No.: 1994-2103  
Director | Wage Determinations | Revision No.: 32  
Date Of Last Revision: 05/27/2004

States: District of Columbia, Maryland, Virginia  
Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St  
Mary's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King  
George, Loudoun, Prince William, Stafford

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.73
01012 - Accounting Clerk II	12.75
01013 - Accounting Clerk III	14.49
01014 - Accounting Clerk IV	16.50
01030 - Court Reporter	16.50
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	14.65
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.04
01131 - Key Entry Operator I	11.73
01132 - Key Entry Operator II	12.75
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29

01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	14.49
01263 - Personnel Assistant (Employment) III	16.50
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	17.82
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	15.26
01312 - Secretary II	16.56
01313 - Secretary III	19.04
01314 - Secretary IV	20.52
01315 - Secretary V	23.47
01320 - Service Order Dispatcher	15.82
01341 - Stenographer I	14.68
01342 - Stenographer II	16.47
01400 - Supply Technician	20.52
01420 - Survey Worker (Interviewer)	14.94
01460 - Switchboard Operator-Receptionist	10.96
01510 - Test Examiner	16.56
01520 - Test Proctor	16.56
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	12.75
01612 - Word Processor II	14.49
01613 - Word Processor III	16.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.15
03041 - Computer Operator I	14.49
03042 - Computer Operator II	16.50
03043 - Computer Operator III	18.60
03044 - Computer Operator IV	20.52
03045 - Computer Operator V	23.22
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.33
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.49
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.01
07010 - Baker	11.87
07041 - Cook I	10.93
07042 - Cook II	12.46
07070 - Dishwasher	9.76
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	

09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05
09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	14.27
11121 - House Keeping Aid I	9.83
11122 - House Keeping Aid II	10.32
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	11.65
11240 - Maid or Houseman	9.83
11270 - Pest Controller	12.44
11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.39
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.79
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	16.07
12160 - Medical Record Clerk	13.60
12190 - Medical Record Technician	14.97
12221 - Nursing Assistant I	9.31
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	11.84
12280 - Phlebotomist	12.33
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	28.94
12313 - Registered Nurse II, Specialist	28.94
12314 - Registered Nurse III	34.48
12315 - Registered Nurse III, Anesthetist	34.48
12316 - Registered Nurse IV	41.33
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.85
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	27.29
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	23.59
13050 - Library Technician	17.18
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	10.03
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	10.77



15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	18.47
21030 - Material Expediter	18.47
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	14.58
21080 - Production Line Worker (Food Processing)	14.48
21100 - Shipping/Receiving Clerk	13.09
21130 - Shipping Packer	13.09
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	15.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.68
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	17.65
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.55
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	20.93
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.61
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.76
23460 - Instrument Mechanic	19.98
23470 - Laborer	12.97
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	21.67
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	22.12
23800 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	21.35
23931 - Telecommunication Mechanic II	22.50
23950 - Telephone Lineman	20.93
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 - Woodworker	15.32

24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.37
24580 - Child Care Center Clerk	15.86
24600 - Chore Aid	9.29
24630 - Homemaker	16.45
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	13.85
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	22.74
27004 - Alarm Monitor	16.79
27006 - Corrections Officer	17.69
27010 - Court Security Officer	20.31
27040 - Detention Officer	18.29
27070 - Firefighter	20.59
27101 - Guard I	10.46
27102 - Guard II	13.78
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.44
28020 - Hatch Tender	18.44
28030 - Line Handler	18.44
28040 - Stevedore I	17.34
28050 - Stevedore II	19.56
29000 - Technical Occupations	
21150 - Graphic Artist	20.74
29010 - Air Traffic Control Specialist, Center (2)	30.83
29011 - Air Traffic Control Specialist, Station (2)	21.26
29012 - Air Traffic Control Specialist, Terminal (2)	23.42
29023 - Archeological Technician I	15.52
29024 - Archeological Technician II	17.35
29025 - Archeological Technician III	21.94
29030 - Cartographic Technician	23.33
29035 - Computer Based Training (CBT) Specialist/ Instructor	28.42
29040 - Civil Engineering Technician	21.52
29061 - Drafter I	13.01
29062 - Drafter II	16.29
29063 - Drafter III	18.30
29064 - Drafter IV	23.33
29081 - Engineering Technician I	16.15
29082 - Engineering Technician II	18.75
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	25.86
29085 - Engineering Technician V	31.62
29086 - Engineering Technician VI	38.26
29090 - Environmental Technician	19.29
29100 - Flight Simulator/Instructor (Pilot)	22.59
29160 - Instructor	24.57
29210 - Laboratory Technician	18.56
29240 - Mathematical Technician	23.44
29361 - Paralegal/Legal Assistant I	20.03
29362 - Paralegal/Legal Assistant II	24.82
29363 - Paralegal/Legal Assistant III	30.35
29364 - Paralegal/Legal Assistant IV	36.73
29390 - Photooptics Technician	23.33
29480 - Technical Writer	25.95
29491 - Unexploded Ordnance (UXO) Technician I	19.59
29492 - Unexploded Ordnance (UXO) Technician II	23.71
29493 - Unexploded Ordnance (UXO) Technician III	28.41
29494 - Unexploded (UXO) Safety Escort	19.59
29495 - Unexploded (UXO) Sweep Personnel	19.59
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30

31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	13.45
31300 - Taxi Driver	12.09
31361 - Truckdriver, Light Truck	13.45
31362 - Truckdriver, Medium Truck	17.09
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.53
99030 - Cashier	8.93
99041 - Carnival Equipment Operator	12.35
99042 - Carnival Equipment Repairer	13.30
99043 - Carnival Worker	8.31
99050 - Desk Clerk	9.78
99095 - Embalmer	19.04
99300 - Lifeguard	10.30
99310 - Mortician	23.79
99350 - Park Attendant (Aide)	12.93
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.11
99500 - Recreation Specialist	15.94
99510 - Recycling Worker	15.47
99610 - Sales Clerk	10.84
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	18.05
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.16
99660 - Surveying Aide	11.22
99690 - Swimming Pool Operator	13.93
99720 - Vending Machine Attendant	10.73
99730 - Vending Machine Repairer	13.93
99740 - Vending Machine Repairer Helper	11.34

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order

proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.